

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Meier's Wine Cellars Acquisition, LLC, et al.,¹

Debtors.

Chapter 11

Case No. 24-11575 (____)

(Joint Administration Requested)

Objection Deadline: To Be Determined
Hr'g Date: To Be Determined

**OMNIBUS MOTION OF THE DEBTORS AND DEBTORS IN POSSESSION
FOR AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS *NUNC PRO TUNC* TO THE
PETITION DATE AND (II) GRANTING CERTAIN RELATED RELIEF**

**PARTIES RECEIVING THIS MOTION SHOULD LOCATE
THEIR NAMES AND CONTRACTS LISTED ON ANNEX 1
ATTACHED TO EXHIBIT A HERETO**

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), hereby move (the "Motion") for the entry of an order in substantially the form attached hereto as Exhibit A (the "Proposed Order"):

(i) authorizing them to reject the executory contracts (collectively, the "Agreements")² identified

¹ The Debtors are the following eleven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Meier's Wine Cellars Acquisition, LLC (5557); California Cider Co., Inc. (0443); Girard Winery LLC (5076); Grove Acquisition, LLC (9465); Meier's Wine Cellars, Inc. (2300); Mildara Blass Inc. (1491); Sabotage Wine Company, LLC (8393); Thames America Trading Company Ltd. (0696); Vinesse, LLC (3139); Vintage Wine Estates, Inc. (CA) (2279); and Vintage Wine Estates, Inc. (NV) (5902). The Debtors' noticing address in these chapter 11 cases is 205 Concourse Boulevard, Santa Rosa, California 95403.

² The term "Agreements" includes any modifications, amendments, addenda or supplements thereto or restatements thereof, regardless of whether such modifications, amendments, addenda, supplements, or restatements are listed on Annex 1 to the Proposed Order. With respect to each Agreement, Annex 1 to the

on the schedule attached as Annex 1 to the Proposed Order nunc pro tunc to the date hereof (the "Petition Date"); and (ii) granting certain related relief. In support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

General Background

2. On the Petition Date, each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Debtors comprise a leading vintner in the United States, producing, bottling and selling wines and hard ciders through wholesale, direct-to-consumer and business-to-business sales. The Debtors' current portfolio consists of more than 30 brands, including luxury and lifestyle wines, and the Debtors own and lease approximately 1,850 acres in premium wine-growing regions of the United States, operating 11 wineries that support nine tasting rooms. The Debtors employ more than 400 employees in 15 states.

Proposed Order sets forth the applicable Debtor party, counterparty (each, a "Counterparty"), address for the Counterparty and nature of the Agreement.

4. Concurrently with the filing of this Motion, the Debtors have also filed the Bidding Procedures Motion,³ by which they plan to sell substantially all of their assets to one or multiple bidders through a multi-stage sale process.

5. Also concurrently with the filing of this Motion, the Debtors have filed the DIP Financing Motion, seeking approval of post-petition financing, the proceeds of which the Debtors will utilize to continue to operate as debtors in possession.

6. A comprehensive description of the Debtors' businesses and operations, capital structure, and the events leading to the commencement of the Chapter 11 Cases can be found in the *Declaration of Seth Kaufman, the President and Chief Executive Officer of Debtor Vintage Wine Estates, Inc., in Support of First Day Motions of Debtors and Debtors in Possession* (the "First Day Declaration"), which was filed contemporaneously therewith and which is incorporated by reference.

Facts Relevant to This Motion

7. As set forth in the Bidding Procedures Motion, the Debtors are seeking approval of a sale process for all of their assets. Prior to the Petition Date, the Debtors engaged in a review, which remains ongoing, of their executory contracts and unexpired leases to identify those executory contracts and unexpired leases that (i) do not enhance the value of their estates or assets, (ii) are burdensome to their estates and/or (iii) are highly unlikely to be assumed and assigned to a third party on terms that would provide any net economic benefit to the Debtors.

8. As a result of this review, the Debtors have determined, in the exercise of their reasonable business judgment, that the Agreements identified on Annex 1 (i) do not

³ Capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the First Day Declaration (as defined below).

enhance the value of their estates or assets, (ii) are burdensome to their estates and/or (iii) are highly unlikely to be assumed and assigned to a third party on terms that would provide any net economic benefit to the Debtors, and, thus, should be rejected as of the Petition Date.

Argument

I. Rejection of the Agreements Is an Appropriate Exercise of the Debtors' Business Judgment and Should Be Authorized

9. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.), 209 F.3d 291, 298 (3d Cir. 2000) ("Section 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.").

10. Courts routinely approve motions to reject executory contracts upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. See Krebs Chrysler-Plymouth, Inc. v. Valley Motors, Inc., 141 F.3d 490, 492 (3d Cir. 1998); In re Taylor, 913 F.2d 102, 107 (3d Cir. 1990); In re Armstrong World Indus., Inc., 348 B.R. 136, 162 (Bankr. D. Del. 2006) ("Courts have uniformly deferred to the business judgment of the debtor to determine whether the rejection of an executory contract . . . by the debtor is appropriate under section 365(a) of the Bankruptcy Code.").

11. Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract, unless the decision is the product of bad faith, whim or caprice. See In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003) (applying a business judgment standard, absent a showing of bad faith, whim or caprice);

In re Trans World Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001) (same); see also Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). The standard merely requires a showing that either assumption or rejection of the executory contract will benefit the debtor's estate. See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.), 872 F.2d 36, 39-40 (3d Cir. 1989).

12. Given significant efforts undertaken by the Debtors to solicit interest in their assets prepetition (as detailed in the Bidding Procedures Motion and the supporting declarations filed contemporaneously therewith), as well as the prepetition contract review process the Debtors engaged in, rejection of the Agreements is a manifestly sound exercise of the Debtors' business judgment and is in the best interests of their estates. As set forth above and in the First Day Declaration, the Debtors are seeking to sell all of their assets. Thus, contracts that (i) do not enhance the value of their estates or assets, (ii) are burdensome to their estates and/or (iii) are highly unlikely to be assumed and assigned to a third party on terms that would provide any net economic benefit to the Debtors, do not provide any benefit to the Debtors or their creditors. Absent rejection of the Agreements, the Debtors risk accruing avoidable administrative expenses without any accompanying benefit to their estates, to the detriment of the Debtors' stakeholders.

13. Accordingly, because rejecting the Agreements constitutes a sound exercise of the Debtors' business judgment, the Court should grant the relief requested herein.⁴

⁴

The Counterparties may seek to assert a rejection damage claim under section 502 of the Bankruptcy Code or other claims in connection with the rejection of the Agreements. Nothing in this Motion shall be deemed or construed to constitute (i) an admission as to the validity or priority of any claim against the Debtors,

II. Rejecting the Agreements Nunc Pro Tunc to the Petition Date is Reasonable and Appropriate

14. Bankruptcy courts are empowered to grant retroactive rejection of an executory contract or unexpired lease under section 105(a) and 365(a) of the Bankruptcy Code based on the equities of the circumstances. See In re Chi-Chi's, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve a retroactive rejection of a lease after balancing the equities in the particular case); In re Philadelphia Newspapers, LLC, 424 B.R. 178, 185 (Bankr. E.D. Pa. 2010) (authorizing retroactive rejection of executory contract where there was "no obvious prejudice to [the counterparty] in approving rejection retroactively"); see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (finding that, "[i]n the section 365 context, this means that bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation").

15. Under the present circumstances, the balance of the equities favors rejection of the Agreements nunc pro tunc to the Petition Date. Absent such relief, the Debtors risk being forced to incur administrative expenses under the Agreements with no accompanying benefit.

16. Accordingly, to avoid incurring additional unnecessary administrative expenses associated with the Agreements, the Debtors respectfully request that the Court authorize the Debtors to reject the Agreements effective nunc pro tunc to the Petition Date. Courts in this District have approved relief similar to that requested herein. See, e.g., In re Winc, Inc., No. 22-11238 (LSS) (Bankr. D. Del. Jan. 4, 2023) (authorizing the rejection of contracts as

(ii) a waiver of the Debtors' rights to dispute any claim or (iii) a waiver of any claim the Debtors may have against a Counterparty.

of the date of filing motion); In re MobiTV, Inc., Case No. 21-10457 (LSS) (Bankr. D. Del. May 20, 2021) (same); In re Shiloh Indus., Inc., Case No. 20-12024 (LSS) (Bankr. D. Del. Dec. 17, 2020) (same); In re Art Van Furniture, LLC, No. 20-10553 (CSS) (Bankr. D. Del. Apr. 3, 2020) (same); In re Lucky's Market Parent Company, LLC, No. 20-10166 (JTD) (Bankr. D. Del. Mar. 12, 2020) (same); Forever 21, Inc., Case No. 19-12122 (KG) (Bankr. D. Del. Sep. 29, 2019) (authorizing rejection of unexpired leases nunc pro tunc to the petition date upon motion filed one day after the petition).

Compliance With Bankruptcy Rule 6006(f)

17. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts and/or unexpired leases that are not between the same parties. Bankruptcy Rule 6006(f) states, in part, that such a motion shall:

- (1) state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- (2) list parties alphabetically and identify the corresponding contract or lease;
- (3) specify the terms, including the curing of defaults, for each requested assumption or assignment;
- (4) specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- (5) be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- (6) be limited to no more than 100 executory contracts or unexpired leases.

The Debtors submit that they have satisfied the requirements of Bankruptcy Rule 6006(f).

Consent to Jurisdiction

18. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to this Motion

if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

Notice

19. Notice of this Motion shall be provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors' 30 largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (iii) counsel to the proposed DIP Agent and DIP Lenders; (iv) the Counterparties; and (v) any other party entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Motion is required.

20. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order in substantially the form attached here as Exhibit A: (i) granting the relief sought herein; and (ii) granting to the Debtors such other and further relief as the Court may deem proper.

[Remainder of page intentionally left blank.]

Dated: July 24, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Daniel J. DeFranceschi

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Meier's Wine Cellars Acquisition, LLC, et
al.¹

Debtors.

Chapter 11

Case No. 24-11575 (____)

(Joint Administration Requested)

**ORDER GRANTING OMNIBUS MOTION OF
THE DEBTORS AND DEBTORS IN POSSESSION
FOR AN ORDER (I) AUTHORIZING THE DEBTORS
TO REJECT CERTAIN EXECUTORY CONTRACTS *NUNC PRO TUNC*
TO THE PETITION DATE AND (II) GRANTING CERTAIN RELATED RELIEF**

This matter coming before the Court on the *Omnibus Motion of the Debtors and Debtors in Possession for an Order (I) Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to the Petition Date and (II) Granting Certain Related Relief* (the "Motion"),² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at a hearing (if any) before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012, (ii) this is a core proceeding

¹ The Debtors are the following eleven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Meier's Wine Cellars Acquisition, LLC (5557); California Cider Co., Inc. (0443); Girard Winery LLC (5076); Grove Acquisition, LLC (9465); Meier's Wine Cellars, Inc. (2300); Mildara Blass Inc. (1491); Sabotage Wine Company, LLC (8393); Thames America Trading Company Ltd. (0696); Vinesse, LLC (3139); Vintage Wine Estates, Inc. (CA) (2279); and Vintage Wine Estates, Inc. (NV) (5902). The Debtors' noticing address in these chapter 11 cases is 205 Concourse Boulevard, Santa Rosa, California 95403.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

pursuant to 28 U.S.C. § 157(b), (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, (iv) rejection of the Agreements represents an exercise of the Debtors' sound business judgment and (v) notice of the Motion and the Hearing was sufficient under the circumstances; the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to reject the Agreements identified on Annex 1 attached hereto, effective as of the Petition Date.
3. Notwithstanding any applicability of Bankruptcy Rules 6004(h), 7062 or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry.
4. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.
5. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

ANNEX 1**Schedule of Agreements to be Rejected**

Counterparty	Debtor Party to Contract	Counterparty Address	Description
Scantrust SA	Vintage Wine Estates, Inc. (CA)	EPFL INNOVATION PARK PSE-D LAUSANNE, VAUD 1015 FRANCE	Scantrust e-Label Order
Adams Law Group	Vintage Wine Estates, Inc. (CA)	1792 2ND ST NAPA, CA 94559	Confirmation of Fee Arrangements
Amador Two Oaks Vineyard	Vintage Wine Estates, Inc. (CA)	PO BOX 9057 PLYMOUTH, CA 95669	Grape Purchase Agreement
Cameron Hughes	Vintage Wine Estates, Inc. (CA)	ADDRESS ON FILE	Letter of Intent to Purchase Brand Assets
Charlie Smith Vineyard LLC	Vintage Wine Estates, Inc. (CA)	ATTN: CHARLIE SMITH PO BOX 2163 GLEN ELLEN, CA 95442	Vineyard Lease
Corrigan Vineyard	Vintage Wine Estates, Inc. (CA)	4125 SILVERADO TRAIL CALISTOGA, CA 94515	Grape Purchase Agreement
D'Anneo Vineyard	Vintage Wine Estates, Inc. (CA)	1085 DUNAWREAL LANE CALISTOGA, CA 94515	Wine Grape Purchase Agreement
Diamond West Farming Company	Vintage Wine Estates, Inc. (CA)	P.O. BOX 722 PASO ROBLES, CA 93447	Contract to Purchase Grapes
Diamond West Farming Company	Vintage Wine Estates, Inc. (CA)	P.O. BOX 722 PASO ROBLES, CA 93447	Contract to Purchase Grapes

DL Financial Solutions Partner	Vintage Wine Estates, Inc. (CA)	8001 BIRCHWOOD COURT P.O. BOX 2000 JOHNSTON, IA 50131	Equipment Lease Agreement
Dunbar Vineyard	Vintage Wine Estates, Inc. (CA)	P.O. BOX 1658 GLEN ELLEN, CA 95442	Wine Grape Purchase Agreement
Estate Vineyards LLC	Vintage Wine Estates, Inc. (CA)	224 E. HWY 246 UNIT A BUELLTON, CA 93427	Grape Purchase Agreement
Gallo Vineyards, Inc.	Vintage Wine Estates, Inc. (CA)	600 YOSEMITE BLVD MODESTO, CA 95354	Grape Purchase Agreement
George Schenecker	Swanson Vineyards & Winery	ADDRESS ON FILE	Grape Purchase Agreement
Global AG Properties USA, LLC	Vintage Wine Estates, Inc. (CA)	C/O WESTCHESTER GROUP INV MGT INC. 2004 FOX DRIVE, STE L CHAMPAIGN, IL 61820	Vineyard Lease Agreement
Global AG Properties USA, LLC	Vintage Wine Estates, Inc. (CA)	C/O WESTCHESTER GROUP INV MGT INC. 2004 FOX DRIVE, STE L CHAMPAIGN, IL 61820	Memorandum of Vineyard Lease Agreement

Global AG Properties USA, LLC	Vintage Wine Estates, Inc. (CA)	C/O WESTCHESTER GROUP INV MGT INC. 2004 FOX DRIVE, STE L CHAMPAIGN, IL 61820	Memorandum of Vineyard Lease Agreement
Grace A. Schaad	Oregon Vineyard Services, Inc.	ADDRESS ON FILE	Farm Lease
Hedge Trackers, LLC	Vintage Wine Estates, Inc. (CA)	2100 E LAKE COOK RD, STE 1100 BUFFALO GROVE, IL 60089-1999	Schedule A2
ID Technology	Vintage Wine Estates, Inc. (CA)	P.O. BOX 73419 CLEVELAND, OH 44193-0002	Service Agreement Proposal
IMGOD, LLC	Vintage Wine Estates, Inc. (CA)	462 DEVLIN RD NAPA, CA 94558	Wine Grape Purchase Agreement Amendment
Kevin Smith	Vintage Wine Estates, Inc. (CA)	ADDRESS ON FILE	Letter of Intent to Purchase Brand Assets
Key Housing Connections Inc.	Vintage Wine Estates, Inc. (CA)	PO BOX 1267 ORANGEVALE, CA 95662	Corporate Residence Lease Application
Key Housing Connections Inc.	Vintage Wine Estates, Inc. (CA)	PO BOX 1267 ORANGEVALE, CA 95662	Addendum to Preferred Customer Master Lease Addendum
Key Housing Connections Inc.	Vintage Wine Estates, Inc. (CA)	PO BOX 1267 ORANGEVALE, CA 95662	Invoice
LDVF1 Rutherford, LLC	Vintage Wine Estates, Inc. (CA)	C/O PINA VINEYARD MANAGEMENT P.O. BOX 373 OAKVILLE, CA 94562	Grape Purchase Agreement

Lewis H. and Barbara L. Schaad	Oregon Vineyard Services, Inc.	ADDRESS ON FILE	Farm Lease
Mach Flynt, Inc.	Vintage Wine Estates, Inc. (CA)	1020 PUJO STREET LAKE CHARLES, LA 70601	Purchase Order #'s: 21- KSOVZ-18, 22- KSOVZ-19, 23- KSOVZ-20, 24-KSOVZ-21, 25- KSOVZ-22
Mach Flynt, Inc.	Vintage Wine Estates, Inc. (CA)	1020 PUJO STREET LAKE CHARLES, LA 70601	Purchase Order #'s: CY22-KSNVRB-20, CY23-KSNVRB-21, CY24-KSNVRB-22, CY25-KSNVRB-23, CY26-KSNVRB-24
Mach Flynt, Inc.	Vintage Wine Estates, Inc. (CA)	1020 PUJO STREET LAKE CHARLES, LA 70601	Purchase Order #'s: CY23-KSRCS-21 Revised, CY24- KSRCS-22, CY25-KSRCS-23
Madrona Management, LLC	Vintage Wine Estates, Inc. (CA)	2625 SUMMIT LAKE DRIVE ANGWIN, CA 94508	Grape Purchase Agreement
Milat Ranch	Vintage Wine Estates, Inc. (CA)	1217 ST HELENA HWY 29 ST. HELENA, CA 94574	Wine Grape Purchase Agreement
Milat Wine Company, LLC	Delectus Winery	1091 SAINT HELENA HWY S ST. HELENA, CA 94574- 2268	Winery Lease Agreement
Milat Wine Company, LLC	Vintage Wine Estates, Inc. (CA)	1091 SAINT HELENA HWY S ST. HELENA, CA 94574- 2268	First Amendment to Winery Lease Agreement

O'Neill Beverages Co. LLC	Vintage Wine Estates, Inc. (CA)	O'NEILL VINTNERS & DISTILLERS 8418 SOUTH LAC JAC AVENUE PARLIER, CA 93648-9708	Contract S-4151
Oppenheimer & Co. Inc.	Vintage Wine Estates, Inc. (CA)	85 BROAD ST 4TH FL NEW YORK, NY 10004	Engagement Letter
Parmelee - Hill Vineyards	Vintage Wine Estates, Inc. (CA)	PO BOX 432 SONOMA, CA 95476	Wine License Agreement
Phil and Karen Peterson	Vintage Wine Estates, Inc. (CA)	C/O VINTNERS 1904, INC. P.O. BOX 1749 WOODBIDGE, CA 95258 C/O VINTNERS 1904, INC. P.O. BOX 1664 WOODBIDGE, CA 95258 C/O VINTNERS 1904, INC. P.O. BOX 745 PENNGROVE, CA 94951	Supersede Contract 101
PNC Equipment Finance, LLC	Vintage Wine Estates, Inc. (CA)	655 BUSINESS CENTER DRIVE SUITE 250 HORSHAM, PA 19044	Equipment Lease
PNC Equipment Finance, LLC	Vintage Wine Estates, Inc. (CA)	655 BUSINESS CENTER DRIVE SUITE 250 HORSHAM, PA 19044	Amendment #1

Renteria Oakville Estate, LLC	Vintage Wine Estates, Inc. (CA)	625 IMPERIAL WAY SUITE 6 NAPA, CA 94559	Grape Purchase Agreement
Scott Lavie	Vintage Wine Estates, Inc. (CA)	ADDRESS ON FILE	Letter of Intent to Purchase Brand Assets
Smile Business Products, Inc.	Vintage Wine Estates, Inc. (CA)	4525 AUBURN BLVD SACRAMENTO, CA 95841-4202	Single Invoice Lease
Smile Business Products, Inc.	Vintage Wine Estates, Inc. (CA)	4525 AUBURN BLVD SACRAMENTO, CA 95841-4202	Supplement
Smile Business Products, Inc.	Vintage Wine Estates, Inc. (CA)	4525 AUBURN BLVD SACRAMENTO, CA 95841-4202	Agreement
Smile Business Products, Inc.	Vintage Wine Estates, Inc. (CA)	4525 AUBURN BLVD SACRAMENTO, CA 95841-4202	Single Invoice Rental Agreement
Smile Business Products, Inc.	Vintage Wine Estates, Inc. (CA)	4525 AUBURN BLVD SACRAMENTO, CA 95841-4202	Copier Lease
Sonoma Brands Partners II, LLC	Vintage Wine Estates, Inc. (CA)	ATTN: SHAHIR AMIN 117 W. NAPA STREET, STE. C SONOMA, CA 95476	Events Management Agreement
Sonoma Brands Partners II, LLC	Vintage Wine Estates, Inc. (CA)	ATTN: SHAHIR AMIN 117 W. NAPA STREET, STE. C SONOMA, CA 95476	Management Agreement
Stewart Cellars LLC	Vintage Wine Estates, Inc. (CA)	P.O. BOX 68 RUTHERFORD, CA 94573-0068	Grape Purchase Agreement

Sullivan Vineyard	Vintage Wine Estates, Inc. (CA)	3455 STATE HIGHWAY 128 CALISTOGA, CA 94515	Wine Grape Purchase Agreement
Takoma Properties, LLC	Vintage Wine Estates, Inc. (CA)	ATTN CHARLES J. POSTOW 3867 BLACKWOOD COURT CINCINNATI, OH 45236	Temporary Space Addendum to Lease
Tambor Vineyards	Vintage Wine Estates, Inc. (CA)	625 IMPERIAL WAY STE 6 NAPA, CA 94559	Grape Purchase Agreement
Temple Family Vineyard	Vintage Wine Estates, Inc. (CA)	7220 POPE VALLEY ROAD POPE VALLEY, CA 94567-9441	Grape Purchase Agreement
Tower C. Snow Jr. Revocable Trust	Vintage Wine Estates, Inc. (CA)	5800 PETRIFIED FOREST ROAD CALISTOGA, CA 94515-9406	Wine Grape Purchase Agreement
Vintners 1904, Inc.	Vintage Wine Estates, Inc. (CA)	10815 MINNESOTA AVE PENNGROVE, CA 94951	Supersedes Rose contract 111
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (CA)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Wine Production Agreement
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (NV)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Change of Control Letter
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (NV)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Right of First Refusal Letter

W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (CA)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Exclusive Marketing and Sales Agreement
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (CA)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	First Amendment to Amended and Restated Exclusive Marketing and Sales Agency Agreement
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (CA)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Exclusive Marketing and Sales Agreement
W.J. Deutsch & Sons Ltd.	Vintage Wine Estates, Inc. (CA)	201 TRESSER BLVD SUITE 500 STAMFORD, CT 06901	Amended and Restated Exclusive Marketing and Sales Agreement
Wine Communications Group, Inc.	Vintage Wine Estates, Inc. (CA)	584 FIRST STREET EAST SONOMA, CA 95476	Invoice (May 2024, July 2024, October 2024, Jan 2025)